

CONFLICT RESOLUTION AGREEMENT

This Conflict Resolution Agreement ("Agreement") is entered into as of August 19, 2005 by and between Tribune Television Company ("Tribune") and Delmarva Broadcast Service General Partnership. ("Delmarva").

1. Tribune is the licensee of WPMT(TV), FCC Facility ID No. 10213, York, Pennsylvania, which is authorized by the Federal Communications Commission ("FCC") to operate on NTSC Channel 43 and on digital television ("DTV") Channel 47. In the first round of the FCC's DTV channel election process, Tribune certified on FCC Form 381 (FCC File No. BCERCT - 20041105AHE) that WPMT would operate on its post-transition DTV channel with the service area specified in its underlying DTV license. See FCC File No. BMLCDT-20041025ABI. On FCC Form 382, Tribune elected WPMT's DTV channel 47 for post-transition digital operations. See FCC File No. BFRECT-20050210ATU. The FCC recently issued a Tentative DTV Channel 47 Designation for WPMT. See Public Notice, "DTV Tentative Channel Designations for 1,554 Stations Participating in the First Round of DTV Channel Elections," DA 05-1743, released June 23, 2005.

2. Delmarva is the licensee of WMDT(TV), FCC Facility ID No. 16455, Salisbury, Maryland, which is authorized by the FCC to operate on NTSC Channel 47 and on DTV Channel 53. In the first round of the FCC's DTV channel election process, Delmarva certified on FCC Form 381 (FCC File No. BCERT-20041104AOU) that WMDT would operate on its post-transition DTV channel with the service area specified in its underlying DTV construction permit. See FCC File No. BMPCDT-20000501ABT. On FCC Form 382, Delmarva elected WMDT's NTSC Channel 47 for post-transition DTV operations. See FCC File No. BFRECT-20050209ANI.

3. The FCC recently notified Delmarva that its initial election of Channel 47 for WMDT's post-transition digital operation would not be granted because it "would result in impermissible interference" in excess of the applicable 0.1 percent interference standard, specifically 2.0 percent incremental interference, to WPMT's post-transition DTV operation on channel 47. See Letter to Delmarva Broadcast Service General Partnership from Clay Pendarvis, Associate Chief Video Division, dated June 7, 2005 (Letter Reference No. 2-A726-NS).

4. Each of the parties hereto wishes to facilitate an orderly transition to DTV. Accordingly, to resolve the above-referenced interference conflict identified by the FCC, Tribune hereby agrees to accept the 2.0 percent interference to WPMT's now-approved, post-transition DTV operation on Channel 47 from WMDT's proposed post-transition DTV operation on Channel 47. For the avoidance of doubt, WMDT's proposed post-transition DTV operation on Channel 47 is based on the following technical facilities assumed by the FCC in identifying the above-referenced interference conflict: maximum ERP 225.24 kW; RCAMSL 300 meters; Andrew directional antenna model number

ATW24H3-HSCX-53H boresight orientation 90 degrees true; coordinates (NAD 27) 38-30-06 N, 75-44-00 W. By operation of Section 5 herein, Delmarva is not obligated to build WMDT-DT's post-transition DTV facilities to these specified technical parameters provided, however, that any other WMDT-DT post-transition DTV facilities built by Delmarva do not cause any incremental interference (0.0 percent) to WPMT-DT's channel 47 operations beyond the interference predicted to be caused to WPMT-DT by WMDT-DT's channel 47 operation utilizing the proposed technical facilities identified above.

5. In return, Delmarva hereby agrees to accept new, incremental interference from WPMT's post-transition DTV operation on Channel 47 in an amount up to and including 2.0 percent of WMDT's baseline service population (as determined by the methodology outlined in FCC OET Bulletin 69 or any successor thereto) in the event that Tribune elects to make any changes to WPMT-DT's technical facilities. This 2.0 percent incremental interference allowance shall be in addition to any interference that WPMT's currently-licensed DTV operation on channel 47 (see FCC File No. BMLCDT-20041025AB1) is predicted to cause to WMDT's proposed post-transition DTV Channel 47 operation.

6. In addition, Delmarva specifically agrees that it will not make any changes to WMDT-DT's post-transition Channel 47 technical facilities that are predicted to cause **any** additional, incremental interference (*i.e.*, 0.0 percent) to WPMT's post-transition DTV operation on Channel 47 regardless of whether the FCC subsequently adopts a post-transition *de minimis* interference standard that would otherwise allow incremental interference to WPMT's DTV channel 47 operations. To effectuate this commitment, Delmarva agrees: (i) not to make or propose any changes to WMDT-DT's post-transition Channel 47 operation that is predicted to cause **any** additional incremental interference to WPMT's post-transition DTV operation on Channel 47 without Tribune's prior written consent, which shall not be unreasonably withheld, and (ii) to provide the technical details of any proposed change to WMDT-DT's post-transition Channel 47 facilities to Tribune no later than thirty (30) days prior to filing any application with the FCC seeking approval to make any proposed change to WMDT-DT's post-transition technical facilities.

7. Except for the mutual agreements set forth in paragraphs 4, 5 and 6 hereto, no consideration is being paid or promised by either party in connection with this Agreement.

8. Delmarva shall seek the FCC's approval of this Agreement by submission of an FCC Form 383 ("Digital Channel Election for Television Broadcast Station: First Round Conflict Decision") by the FCC's announced deadline of August 15, 2005 or by any extended deadline. The parties will cooperate with each other to provide the FCC with any other information (including, without limitation, a copy of this Agreement) that the FCC may request in connection with Delmarva's DTV channel election for WMDT.

9. Any notices required to be provided by this Agreement shall be in writing and shall be deemed to have been made (a) the same day if delivered personally (by courier service or otherwise), faxed to the appropriate number specified herein or by e-mail with an attached pdf file; (ii) the next business day if sent by overnight delivery via a national express delivery service; or (iii) after five (5) business days if sent via certified mail, return receipt requested postage prepaid.

All notices must be delivered to the Parties at the following addresses (or at any other address specified by a Party pursuant to the notice requirement):

If to Tribune:

John Riggle
General Manager WPMT(TV)
2005 South Queen Street
York, PA 17403-4806
(717) 843-0043
(717) 843-9741 (facsimile)
e-mail: jriggle@tribune.com

with a copy to:

Andy Bater
Tribune Broadcasting
220 East 42nd Street
Suite 400
New York, NY 10017
(212) 210-2773
(312) 527-8565 (fax)
e-mail: abater@tribune.com

If to Delmarva:

Kathleen McLain
General Manager WMDT-TV
P.O. Box 4009
202 Downtown Plaza
Salisbury, MD 21803
(410) 742-4747
(410) 742-5767 (fax)
Kathleen_mclain@wmdt.com

with a copy to:

Berl Brechner
540 North State Road
Briarcliff Manor, NY 10510
(914) 941-7146

(914) 944-8108 (fax)
bbrech@bestweb.net

10. If the Parties are unable to resolve a disagreement or dispute regarding any provision in this Agreement, the disagreement or dispute shall be referred to a neutral independent mediator for binding mediation. If a mediator cannot be agreed upon by the Parties, one will be selected by the American Arbitration Association. The AAA procedure for mediation of commercial disputes shall govern such mediation.

11. This Agreement may be amended only if such amendment is in writing and signed by both parties. Any provision of this Agreement may be waived only if such waiver is in writing and signed by the party granting the waiver. No failure or delay by any party in exercising or enforcing any right or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude a subsequent exercise or enforcement thereof.

12. This Agreement may be executed in one or more counterparts, which may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TRIBUNE TELEVISION COMPANY

By: _____
Title: _____

**DELMARVA BROADCAST
SERVICE GENERAL
PARTNERSHIP**

By: _____
Title: _____

(914) 944-8108 (fax)
bbrech@bestweb.net

10. If the Parties are unable to resolve a disagreement or dispute regarding any provision in this Agreement, the disagreement or dispute shall be referred to a neutral independent mediator for binding mediation. If a mediator cannot be agreed upon by the Parties, one will be selected by the American Arbitration Association. The AAA procedure for mediation of commercial disputes shall govern such mediation.

11. This Agreement may be amended only if such amendment is in writing and signed by both parties. Any provision of this Agreement may be waived only if such waiver is in writing and signed by the party granting the waiver. No failure or delay by any party in exercising or enforcing any right or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude a subsequent exercise or enforcement thereof.

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TRIBUNE TELEVISION COMPANY

By: _____
Title:

**DELMARVA BROADCAST
SERVICE GENERAL
PARTNERSHIP**

By: *Bob Barker*
Title: *Partner*